

AGREEMENT

This Agreement is entered into this 4 day of ^{June} May, 2009, by and between Iowa Title Linn County II, LLC ("Iowa Title") and Jon Dusek and Scott Byers on behalf of a corporation to be formed (Dusek/Byers)

WHEREAS, Linn County Abstract Company, as Tenant, entered into a ground lease with Lenore S. Naibert, Viola N. Elsenbast and Richard L. Naibert, collectively as Landlord, on November 30, 1961 for a term of thirty years ("Lease") for the real property described as Lot 3, Block 5 of the Original Town, now City of Cedar Rapids, Iowa and locally known as 312 1st Street SE, Cedar Rapids, Iowa ("Property");



WHEREAS, the tenant exercised its option to extend the term of the Lease in 1991 and again in 2001, so the expiration of the current Term is December 31, 2011;

WHEREAS, Iowa Title, as successor in interest to Linn County Abstract Company, is the current Tenant under the Lease, and the Viola N. Elsenbast Trust, as successor in interest to Lenore S. Naibert, Viola N. Elsenbast and Richard L. Naibert, is the current landlord under the Lease ("Landlord");

WHEREAS, Dusek/Byers has submitted an offer to purchase the Property from the Landlord, which has been accepted by Landlord, and which is contingent upon Iowa Title's agreement to be released from the Lease for the remainder of its Term; and

WHEREAS, Iowa Title and Dusek/Byers wish to confirm their agreement regarding such release in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Release from Lease. Iowa Title agrees to pay to Dusek/Byers the sum of One Hundred Sixty Thousand Dollars (\$160,000) in exchange for Iowa Title's complete release from any and all rights and obligations as Tenant under the Lease on or before July 15, 2009 ("Closing Date"). Dusek/Byers agrees to obtain all right, title and interest of Landlord under the Lease on or before the Closing Date, and release Iowa Title from any and all rights and obligations as Tenant under the Lease in exchange for payment of One Hundred Sixty Thousand Dollars (\$160,000) from Iowa Title on or before the Closing Date.
2. Representations of Dusek/Byers. Dusek/Byers represents that it will have good and lawful authority to fully release Iowa Title from any and all obligations under the Lease on or before the Closing Date. Dusek/Byers agrees to indemnify, defend and hold Iowa Title harmless from any and all claims and demands of third parties, which may arise out of Dusek/Byers' failure to completely release Iowa Title from its obligations under the Lease in accordance with this Agreement.
3. Contingency. Iowa Title's performance under this Agreement is subject to the written consent of its parent company, HomeServices of America. This contingency will expire on the first to occur of (1) Iowa Title's receipt of such consent, or ~~(2) June 5, 2009.~~ 
4. Termination. 
 - a. In the event HomeServices of America issues a written refusal to consent to this Agreement ~~prior to June 5, 2009~~, Iowa Title may, at its sole option, terminate this Agreement, and any payments made by either party to the other shall be refunded immediately, and neither party shall have any further obligation to the other under this Agreement.

- b. In the event Dusek/Byers does not close on its purchase of the Property on or before the Closing Date, this Agreement shall automatically terminate, and the parties shall immediately refund any payments made to each other, or to any third parties in furtherance of this Agreement.
5. Confidentiality. Iowa Title will keep the terms of this Agreement confidential and will not (except as required by applicable law, regulation or legal process), without Dusek/Byers' prior written consent, disclose the terms of this Agreement to any third party other than its parent company for the purpose of evaluating the Agreement.
6. Enforcement. In the event either party is forced to pursue a remedy provided by the statutes of the state of Iowa to enforce the provisions of this Agreement, in addition to any other damages awarded, the defaulting party shall be responsible for the enforcing party's cost of enforcement, including reasonable attorney's fees.
7. Amendments. The parties acknowledge that this Agreement contains the entire agreement of the parties with regard to Property and/or the Lease, and any additional provisions shall be enforceable only if in writing signed by both parties.
8. Assignment. The parties to this Agreement shall not assign any interest in this Agreement without the express written consent of the other party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Iowa Title Linn County II, LLC

By 
R. Michael Knapp, President

Dusek/Byers Company

By _____
Scott Byers

By _____
Jon Dusek